

## **Liability and Assumption of Risk and Indemnity Agreement**

**CAREFULLY READ THIS ENTIRE LIABILITY and ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BEFORE AGREEING TO IT.**

**In consideration for Jasper's Splash Zone, a Colorado Corporation and Jasper's Digs LLC, a Colorado Limited Liability Company (together referenced as the "Companies"), agreeing to allow the named Participant and Participant's dog(s) to participate in canine aquatics, dock jumping, training, sports activities, fitness & sports training, massage, reiki, daycare, boarding, dog self-wash services, workshops, classes, seminars, events, and related services and activities (the "Activity") at 1720 Majestic Drive, Lafayette, Colorado 80026 ("Venue"), Participant agrees as follows:**

1. **DEFINITIONS:** The person who is participating in any activity shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age eighteen (18) or older or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of eighteen (18). By signing this Agreement without a parent or legal guardian's signature, the Participant, under penalty of fraud, represents that he/she is at least eighteen (18) years of age. If signing as the parent or legal guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

2. **ASSUMPTIONS OF RISKS AND DAMAGES:** Participant understands and voluntarily accepts and assumes all risks, inherent and otherwise, participating in the Activity. Such risks, both known and unanticipated, could result in suffering serious injuries (physical and/or emotional) or death, and also could result in damage to Participant's property, damage to the property of any of the minor Participant's parents/legal guardians, and/or harm to third parties. Additional risks may result from the Participant's failure to obey signs, warnings, and/or instructions. Risks also include hazards caused or contributed to by Participant's negligence, the Companies' negligence, and/or the negligence of bystanders and/or other people participating in the Activity. If signing as the parent or legal guardian of a minor Participant, signing adults agree and accept that they are ultimately responsible for deciding whether the minor Participant can and should participate in the Activity and further acknowledge and understand that the Companies may deny the minor Participant's admittance in the Activity due to any reason that the Companies believe is appropriate. The Participant understands and voluntarily accepts that the Activity may be inherently dangerous and fully realizes the dangers of participating in the Activity. These risks and dangers of the Activity include, but are not limited to:

- (a) Injury to appendages as a result of interacting with a dog (i.e. dog accidentally grabs hand vs. tug/toy).
- (b) Injuries resulting from slipping, falling, tripping or otherwise relating to water and activities on, around, or near the dock and pool or ascending, descending, or walking on a dock.
- (c) Premises: Slippery walkways, uneven ground or other conditions may exist in and around such premises including but not limited to outdoor and indoor sport areas and fields.
- (d) Personal health: Participant's mental, physical or emotional condition (known or unknown, disclosed or undisclosed) combined with participation in these Activities could result in injury, damage, death or other loss.
- (e) Conduct: Participant or other third party may act carelessly or recklessly.
- (f) Participant acknowledges the contagious nature of COVID-19 and similar pandemic diseases (each a "Virus") and voluntarily assumes the risk that they may be exposed to or infected by a Virus by visiting the Venue and that such exposure or infection may result in personal injury, illness, permanent disability, or death. The undersigned voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to itself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim,

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liability, or expense, of any kind, that they may experience or incur in connection with visiting the Venue and being exposed to a Virus.

(g) Participant acknowledges that the staff of the Companies is not engaged in the practice of veterinary medicine.

(h) Participant's dog(s): Participant acknowledges that the Companies have relied on Participant's representation that Participant's dog(s) is in good health and has not harmed or shown aggressive or threatening behavior towards any person or any other dog. Participant further represents that Participant's dog(s) does not have any contagious or communicable disease, virus, infection, or other transferable illness. Participant agrees not to bring Participant's pet to the facility if they contract any condition that may be harmful to others or other dogs.

(i) Participant acknowledges that Participant is responsible for any harm caused by Participant's dog(s) while Participant's dog is utilizing the facilities of the Companies. This includes any harm to persons and/or other dogs as well as to the physical property of the Companies. Participant accepts full financial responsibility for any and all expenses involved, including injuries to persons and/or dogs, and damages to the facilities.

(j) Participant acknowledges that any problems that develop with Participant's dog will be treated as deemed best by the staff and volunteers of the Companies, in their sole discretion.

(k) Dog safety: Participant acknowledges that should Participant decide not to use a life preserver for Participant's dog(s) that Participant shall assume all risks and liability related to any swim conducted without one.

PARTICIPANT ACKNOWLEDGES THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS AND NEGLIGENCE OF THE COMPANIES. PARTICIPANT RECOGNIZES THE RISKS AND DANGERS AND UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

3. RELEASE AND INDEMNIFICATION: Participant hereby waives, unconditionally releases, forever discharges from liability and further agrees to indemnify, defend and hold harmless the Companies, and its successors in interest, affiliates, subsidiaries, directors, officers, employees, members, contractors, volunteers and agents, from and against any and all claims, actions, demands, expenses (including legal costs) or losses for injury, illness, death or any other damage or loss which may result from the Participant's and Participant's dog(s) participation in the Activity, due to any cause whatsoever (including negligence, breach of contract or breach of any statutory or other duty of care by the Companies). This waiver and release encompasses claims based on the Companies' negligence. Participant agrees that, by signing this Agreement, it is their intention to give up their right to sue the Companies, even if injury to the Participant is caused by the Companies' negligence. Participant agrees that, in the context of the Participant's participation in the Activity, the Companies are not responsible for loss of, theft of, or damage to Participant's property, or the property of any of the minor Participant's parents/legal guardians.

4. MEDIA RELEASE: Participant agrees that, in the context of the Participant's participation in the Activity, the Companies may be taking photographs and/or videos. Participant grants the Companies the absolute and irrevocable worldwide right, license and permission to use Participant's and Participant's dog(s) name, likeness, voice, audio, photographs and/or video images (collectively, "Media") of the Participant for

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purposes of marketing, publicizing, and/or promoting the Companies; Participant waives any and all rights, title, interest and ownership, including copyright, in and to any tangible work in any Media and shall be owned exclusively by the Companies. Participant waives any and all rights to compensation for such use of the Media; and Participant releases the Companies from liability for any and all claims arising out of or relating to such use.

5. MISCELLANEOUS: Participant agrees: (a) not to engage in any activities prohibited by any applicable laws, statues, regulations and ordinances or the Rules and Policies implemented by the Companies and Participant shall not engage in the Activity while under the influence of drugs or alcohol; (b) should Participant require medical care, Participant authorizes the Companies to call for medical care or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed, and Participant agrees to pay all costs associated with such medical care and related transportation; (c) Participant agrees that if any injury caused by Participant's dog or to Participant's dog, will only be treated if it is considered to be of a serious nature as determined by the Companies' staff in its sole discretion. In the event that treatment is administered, Participant accepts full responsibility for the financial obligation of treatment to Participant's dog(s) and any dog injured as a result of Participant's dog's behavior. (d) Participant acknowledges that Participant is responsible for paying the full cost of a scheduled appointment if Participant cancels with less than 48 hours' notice. (e) this Agreement shall be governed by the laws of the State of Colorado; (f) this Agreement shall be binding upon heirs, next of kin, executors and personal representatives of the Participant; and (g) if any term, condition, or portion of this Agreement is found to be invalid, void, or unenforceable in any way, the remaining terms, conditions, and portions of this Agreement shall remain in full force and effect.

6. Participant has read the entirety of this Agreement, and understands the entirety of this Agreement. The adult signing for a minor Participant, agrees that, by signing below, the signing adult is knowingly and voluntarily entering into this Agreement with the intent to be bound by its terms and conditions.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY LAW.

**PRINT NAME HERE**

**SIGN NAME HERE**

**ENTER DATE HERE**

I HAVE READ THIS RELEASE

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Accepted by: **Jasper's Splash Zone & Jasper's Digs, LLC**

**Date**

**Signature**